

PLUMBING

Standard Form of Agreement Between Contractor and Subcontractor

AIA Document A401 - 1997
1997 Edition - Electronic Format

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AGREEMENT made as of the 26 day of April in the year 1999
(In words, indicate day, month and year)

BETWEEN the Contractor:

(Name, address and other information)

271 Church Street Construction Corp.
271 Church Street
New York, NY, 10013

and the Subcontractor:

(Name, address and other information)

Katz Metal Fabricators, Inc.
434 East 165 Street
Bronx, New York, 10456

The Contractor has made a contract for construction dated January 11, 1999

With the Owner:

(Name, address and other information)

Corn Associates, LLC
316 Fulton Ave.
Hempstead, New York, 11550

For the following Project:

(Include detailed description of Project, location and address)

The Franklin Tower
90 Franklin Street, aka 271 Church Street
New York, NY, 10013

Renovation of 17 Story Office Building to Residential Condominium

which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Architect for the Project is:

(Name, address and other information)

Architecture + Furniture Architects, 157 Chambers Street, New York, NY, 10007
Laszlo Bodak Engineer P.C., Mechanical Engineer, 45 West 36 Street, New York, NY, 10018
Anchor Consulting, Structural Engineer, 19 Murray Street, New York, NY, 10007

AIA DOCUMENT A401 - CONTRACTOR-SUBCONTRACTOR AGREEMENT - 1997 EDITION - AIA - COPYRIGHT 1997 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON, D.C. 20006-3292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

The Contractor and the Subcontractor agree as follows:

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

1.4 The Subcontractor shall be furnished copies of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

2.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

2.2 The Contractor may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

ARTICLE 3 CONTRACTOR

3.1 SERVICES PROVIDED BY THE CONTRACTOR

3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Paragraph 4.1 and Article 5. As soon as practicable after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

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3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such facilities at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

3.2 COMMUNICATIONS

3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, which affects this Subcontract and which becomes available to the Contractor subsequent to execution of this Subcontract.

3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

3.2.6 If the Contractor asserts or defends a claim against the Owner which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor.

3.3 CLAIMS BY THE CONTRACTOR

3.3.1 Liquidated damages for delay, if provided for in Paragraph 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

3.3.2 The Contractor's claims for services or materials provided the Subcontractor shall require:

- .1 seven days' prior written notice except in an emergency;
- .2 written compilations to the Subcontractor of services and materials provided and charges for such services and materials no later than the fifteenth day of the following month.

3.4 CONTRACTOR'S REMEDIES

3.4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor. The Contractor may decline

to make payment to the Subcontractor in whole or in part to the extent it may be necessary to protect the Contractor and Owner from loss because of the following: Defective work not remedied, Third party claims filed or reasonable evidence indicating probable filing of such claims. Failure of the Subcontractor to make payments properly to subcontractors, for labor, and materials or equipment. Reasonable evidence that the work either cannot or will not be completed for the unpaid balance of the Contract Sum, or Contract Time. Damage to the Owner, Contractor, or Another Subcontractor or subcontractor. Persistent failure to carry out the work in accordance with the Contract Documents.

ARTICLE 4 SUBCONTRACTOR

4.1 EXECUTION AND PROGRESS OF THE WORK

4.1.1 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors or Owner's own forces. The Subcontractor shall be required to submit a daily report detailing the number of personnel in his employ on the site and a brief description of work being performed and where.

4.1.2 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

4.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

4.1.5 The Subcontractor agrees that the Contractor and the Architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

4.1.7 The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract.

4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose Work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

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4.1.2 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

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4.1.7 The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract.

4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose Work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

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4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

4.3 SAFETY PRECAUTIONS AND PROCEDURES

4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures rules & regulations initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report immediately in writing to the Contractor all accidents arising out of or in connection with the work, which cause(s) death, personal injury, or property damage, ~~within three days an injury to an employee or agent of the Subcontractor which occurred at the site. If Contractor is assessed a fine by any governmental authority as in relationship to their work, a direct result of subcontractors act(s) or failure to act properly the amount of the fine plus all reasonable cost incurred in relationship thereto shall be back charged from subcontractors contract sum.~~

4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

4.4 CLEANING UP

4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The debris will be placed in a container (provided by the contractor) by the subcontractor's own manpower. If the subcontractor fails to clean up his own debris it will be done by the contractor and charged against any funds owed to the subcontractor. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

4.4.2 As provided under Subparagraph 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

4.5 WARRANTY

4.5.1 The Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

4.6 INDEMNIFICATION

4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.6.

4.6.2 In claims against any person or entity indemnified under this Paragraph 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.7 REMEDIES FOR NONPAYMENT

4.7.1 If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate adjustment, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Prime Contract.

5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND ARBITRATION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 ARBITRATION

6.2.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 6.1.

6.2.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

6.2.3 A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

6.2.4 **Limitation on Consolidation or Joinder.** Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.2.5 **Claims and Timely Assertion of Claims.** The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

6.2.6 **Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

7.1 TERMINATION BY THE SUBCONTRACTOR

7.1.1 The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

7.2 TERMINATION BY THE CONTRACTOR

7.2.1 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

7.2.2 If the Owner terminates the Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor.

7.2.3 Upon receipt of written notice of termination, the Subcontractor shall:

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders

7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible;
- .2 that an equitable adjustment is made or denied under another provision of this Subcontract.

7.4 ASSIGNMENT OF THE SUBCONTRACT

7.4.1 In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

7.4.2 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

8.1 The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted Alternates.)

See Rider B

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

9.1 The Subcontractor's date of commencement is the date from which the Contract Time of Paragraph 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, note that the date will be fixed in a notice to proceed.)

9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

9.3 The Work of this Subcontract shall be substantially completed not later than

(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)

August 1, 1999

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Paragraph 5.3.

ARTICLE 10 SUBCONTRACT SUM

10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of Four Hundred and Sixty Thousand Dollars (\$460,000.00), subject to additions and deductions as provided in the Subcontract Documents.

10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

(Insert the numbers or other identification of accepted alternates.)

10.3 Unit prices, if any, are as follows:

ARTICLE 11 PROGRESS PAYMENTS

11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished

materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

11.3 Provided an application for payment is received by the Contractor not later than the Twenty Fifth day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment within three ten working days after the Contractor receives payment from the Owner. ~~If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Paragraphs 11.7, 11.8 and 11.9.~~

11.4 If an application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

11.5 Each application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work which have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

11.7.4 Subtract amounts, if any, calculated under Subparagraph 11.7.1 or 11.7.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Subcontractor.

11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

11.9 SUBSTANTIAL COMPLETION

11.9.1 When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within three-ten working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.
(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

ARTICLE 13 INSURANCE AND BONDS

13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:
 See Rider C

13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

13.4 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

13.5 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

13.6 Performance Bond and Payment Bond:

(If the Subcontractor is to furnish bonds, insert the specific requirements here.)
 NA

13.7 PROPERTY INSURANCE

13.7.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

13.7.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

13.7.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

13.8 WAIVERS OF SUBROGATION

13.8.1 The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

14.1 The Contractor shall furnish and make available to the Subcontractor the following temporary facilities, equipment and services; these shall be furnished at no cost to the Subcontractor unless otherwise indicated below:

14.2 Specific working conditions:

(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations of the Owner's, Contractor's and Subcontractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

15.3 Retainage and any reduction thereto is as follows:

10 % Retainage

15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance

with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: Architectural Progress set 4/7/99 - A-000-108, 200-207,300-307, 500,503,522,524,530,531,620-623,630,634-636,700,720,730,800 - 801 Mechanical Progress set 4/7/99 MI -13 Plumbing Progress set 4/7/99 Pl- 11, Sprinkler Progress set 4/7/99 SPI - 7, Electrical Progress set 4/7/99 El- 24, Structural Progress set 3/31/99 St- 6

16.1.1 This executed 1997 edition of the Standard Form of Agreement Between Contractor and Subcontractor, AIA Document A401-1997;

16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement;

16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

16.1.4 Other Documents, if any, forming part of the Subcontract Documents are as follows:

(List any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be part of the Subcontract Documents.)

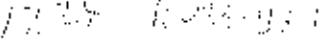
Rider A General Requirements for Franklin Tower, Rider B Scope of Work for HVAC, Rider C Insurance Requirements for Franklin Tower, Rider D Waiver of Lien, Rider E AIA Document G 702, Rider F AIA Document G703, Rider G Guarantee Form, Rider H Joint Check Agreement, Rider I Interim Indemnity and Hold Harmless Agreement

This Agreement entered into as of the day and year first written above.


CONTRACTOR (Signature)

Art Mazzucca Project Manager
(Printed name and title)


SUBCONTRACTOR (Signature)


(Printed name and title)

Rider A

**General Requirements
For
Franklin Tower
90 Franklin St. New York, N.Y.**

All work is to be performed as per plans and notes as prepared by A & F Architects, 157 Chambers ST. NY, NY Architects, Lazlo Bodak Engineer P.C. - 45 W. 36th Street - Mechanical and Electrical Engineer, and Anchor Consulting 19 Murray ST., NY, NY, Structural Engineer.

The following plans constitute the contract documents which govern the Franklin Tower Project. Each subcontractor's contract is based on work as shown on the contract documents. Subcontractor is responsible for reviewing all documents to find work that is to be included in his or her scope of work for the specific trade. (e.g.- there may be plumbing work shown or clarified on mechanical or architectural sheets which may be vague on the plumbing sheets. The plumber must look at all sheets in the contract documents to find his or her work.)

1. PLANS & SPECS.

Architectural - progress set 4/7/99

A -000-108, 200-207, 300-307, 500,503, 522,524, 530,531, 620-623,630,634, 635-636, 700, 720, 730, 800-801

Mechanical progress set 4/7/99

M 1 -13

Plumbing - progress set 4/7/99

P1 - 11

Sprinkler - progress set 4/7/99

SP1 - 7

Electrical progress set 4/7/99

E1-24

Structural progress set 3/31/99

S 1 - 6

Rider A

2. INTENT OF PLANS AND NOTES

These plans reflect the intent of the work to be performed for any trade. The plans are schematic in that they represent a completed project whether the plans are complete or not. This subcontractor is responsible for knowing and providing what is necessary to complete his or her work to the fullest extent in order that the completed work is fit for its intended use and meets all city and state requirements and is acceptable to the owner, Architect, Inspectors, and the General Contractor.

Each subcontractor is responsible for evaluating the prints for errors or omissions which would keep that subcontractor from completing his or her work or impact the project. Each subcontractor must notify the Contractor of any problem which could affect the cost or the schedule of the project prior to signing this contract.

Where a permit is required, the appropriate subcontractor will obtain his or her own permit. Each subcontractor must complete his or her work in a workmanlike manner so as to be able to obtain approvals and sign-offs required by that permit.

All items of construction appropriate to this subcontractor's trade are the responsibility of this subcontractor.

3. DELAYS

All delays caused by the inability of this subcontractor to execute his work efficiently and diligently and as per schedule will result in the dismissal of this subcontractor. In the event that the work of the subcontractor is damaged or should the work of the subcontractor be delayed or interfered with by any other subcontractor or other contractor on the site, the subcontractor and each other subcontractor or other contractor shall be directly responsible to the other, shall look to each other solely for compensation, and the subcontractor will not seek compensation or damages from the Contractor or the Owner, by reason thereof.

4. JOBSITE REPRESENTATION

Rider A

This subcontractor must at all times have on the jobsite a Foreman who is capable of making decisions on behalf of his company with regards to manpower, materials, and methods. The subcontractor must attend all weekly job meetings.

5. **SAFETY**

This subcontractor agrees to follow the Contractor's rules and regulations concerning safety. The subcontractor also agrees that if any of his or her men or women are caught violating a safety rule they may be dismissed by the Contractor. Such dismissal will be immediate and final and without discussion or negotiation. The Subcontractor acknowledges that Contractor has issued orders prohibiting anyone from using any alcoholic beverages while working on the project and agrees that it shall not permit or allow any of its employees to use any alcoholic beverage. The wearing of sneakers is prohibited on the premises of the project. THE WEARING OF HARD HATS IS REQUIRED AT ALL TIMES. Proper work attire is required at all times.

This subcontractor must meet with the Contractor's safety officer to discuss and fully understand the safety policy and requirements of the company.

6. **CLEANLINESS**

Each subcontractor is responsible for cleaning up his or her debris. This debris will be placed in a container (provided by the Contractor) by the subcontractor's own manpower unless otherwise stipulated.

If the subcontractor fails to clean up his own debris it will be done by the CONTRACTOR and charged against any funds owed to the subcontractor.

7. **PAYMENTS**

Payments will be based on the schedule of values prepared by the Subcontractor and agreed upon by the Contractor.

8. **QUALITY CONTROL**

The level of quality will be at the discretion of the project's construction supervisor. Each subcontractor, by accepting the terms of his or her Contract, acknowledges that the highest level of workmanship is expected and required on this project. All work will be performed so as to produce a result which is as accurate a representation of the architectural or engineering document as is possible. If the subcontractor cannot achieve this level of accuracy then the Contractor may employ trades people to complete the work.

9. **MANPOWER**

Rider A

All subcontractors will employ those people who most accurately represent the positive attitude of the subcontractor and the quality of the subcontractor's work.

Any employee who refuses to perform his or her duties as per the rules and regulations of the General Contractor will be removed from the job site.

10. JOB CONDITIONS

By accepting this contract, the subcontractor represents that he or she has been made familiar with the terrain of the building and the neighborhood surrounding the building. The General Contractor makes no representation concerning the logistics of the project. (I.e.: hoisting, lifting, traveling, and conveying).

The General Contractor will not interfere with or provide manpower to perform any work for any subcontractor.

11. CONSTRUCTION LIENS

To the extent permitted by law the Subcontractor shall not allow / or cause any Construction Lien or Notice of Unpaid Balance and Balance and Right to File Lien to remain of record as a claim against the work, Project or any monies due or to become due for any work performed or materials furnished to or on behalf of Subcontractor, its sub-subcontractors or suppliers; nor shall the Subcontractor suffer or permit any such Construction Lien to be filed because of any claim or demand against, Subcontractor or any of its sub-subcontractors or suppliers.

In the event that any sub-subcontractor or material suppliers or any other part with whom the Subcontractor has entered into a relationship which affords to said party Construction Lien rights, files a Construction Lien arising out of or in connection with the work, labor and / or material which is included and, in default thereof, the Contractor shall have the right to bond said Construction Lien, or otherwise discharge same and to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify itself and the Owner against such Construction Lien with interest, together with expense incident to discharging such Construction Lien and the defense of any such suit to enforce such, including any premiums charged for any bond and all attorneys fees and disbursements incurred. Should there prove to be any claim and party with whom the Subcontractor has entered into a relationship to perform any part of work

Rider B

SCOPE OF WORK FOR PLUMBING

Supply all labor, materials, and equipment necessary to perform the following work:

File for and obtain plumbing permit.

Install all equipment, piping, devices as shown on the drawings required to provide a complete PLUMBING system. Equipment to include but not limited to the following, all piping, hangers, valves, supports, ductwork, insulation, diffusers, registers, dampers, risers, branchwork, pumps, Control wiring, steam piping, tanks, meters, thermometers, controls, and all items which make the installation a complete system fit for its intended use.

All connections to existing sewer and water mains. Coordinate the installation of the new gas service.

All core drilling and layout

All branch piping, risers, traps, and rough in for the bathroom fixtures and trim, which are to be provided by the G.C.

All work to be done according to plans and specs as stated in the scope and intent of the work.

All work must be performed by a New York City Licensed Plumber and must be approved by the Contractor before any work begins.

This subcontractor, by signing his contract, admits that he is familiar with the plans and specs and that he understands the scope of the work and that the intent of the contract documents is to describe a complete system which will provide heat, ventilation and air conditioning.

SCOPE OF WORK FOR SPRINKLER AND STANDPIPE

Supply all labor, materials, and equipment necessary to perform the following work:

Rider B

Apply for and obtain permits for all work listed.

Install new standpipe as per docketed drawings provided. Provide all core drilling for work under this contract.

All piping, fittings, valves, flow switches, connections, hangers and supports, rigging, welding if required, testing, and approvals.

Sprinkler system is to include all risers, branchwork, sprinkler heads, hangers and supports, valves, pressure gauges, flow switches, drain legs, inspectors test gauge, and all other devices which make the system complete whether shown on the plan or not.

Final testing and sign-off to be included.

Rider C

FRANKLIN TOWER INSURANCE REQUIREMENTS

2

RE: INSURANCE REQUIREMENTS

Dear Subcontractor,

Below you will find the Insurance requirements for the FRANKLIN TOWER PROJECT.

1. Workers Compensation Insurance for Statutory obligations imposed by Workers Compensation of Occupational Disease Laws, covering all persons employed by the Subcontractor, including where applicable, the United States Longshoremen's and Harbor Workers Act, the Federal Employment Liability Act, and the Jones Act as required by the laws in the state in which the project is located. Employers Liability Insurance shall be provided with a minimum limit of \$100,000 per accident, \$100,000 per disease, \$500,000 policy limit by disease.
2. Disability Insurance for Statutory obligations imposed by the state in which the project is located.
3. General Liability, Contractual Liability and Products/Completed Operations Liability, and Personal Injury Insurance.

General Aggregate \$ 2,000,000

Bodily Injury Liability \$1,000,000- Each Occurrence

Property Damage Liability \$1,000,000- Each Occurrence

4. Comprehensive Automobile Liability Insurance with the following minimum limits of liability

Bodily Injury Liability \$1,000,000 Each Occurrence

Property Damage Liability \$1,000,000- Each Occurrence

Rider C.

Project Name: The Franklin Tower

Project Address: 271 Church Street, New York, NY, 10013

Certificate Holder, Additional Insured and Notice of Cancellation

General Contractor:

271 Church Street Construction Corp.

271 Church Street

New York, NY, 10013

Additional Insured and Notice of Cancellation

Owner:

Com Associates LLC

316-318 Fulton Ave.

Hempstead, NY, 11550

Rider D

STATE OF NEW YORKSS: RELEASE AND AFFIDAVIT AND WAIVER OF LIEN
(For Progress Payments)

COUNTY OF _____

Of _____

_____, being first duly sworn on oath poses and says as follows:

1. Affiant is the _____ of _____ (herein called "Company"), is familiar with facts herein stated, makes affidavit for and on behalf of Company, is dully authorized to bind Company by the statements herein contained.

2. Company has performed work and labor or furnished materials, machinery, equipment or supplies for use, or a combination of same, in the construction of building on property or premises owned by Com Associates LLC (herein called "Owner") situated at 271 Church Street AKA 90 Franklin Street, New York, New York 10013 under Contract with _____ (herein called "Contractor"), which Contract at present time amounts to _____

3. Company has fully paid for all work, labor, payroll taxes, fringe benefits, sales taxes and any other State and Local taxes, material, machinery, equipment and supplies performed or furnished by it and by its subcontractors, materialmen and suppliers upon such premises or in connection therewith, and no person or party other than Company has any claim or right to a lien on account of any such transaction, for all invoices prior to the date of our last invoice which was _____

4. In consideration of the payment made herewith, the Company releases the Contractor and Owner from all claims, demands, damages and costs existent as of this date excluding claims for retainage withheld under the Subcontract.

5. The Company has to date received payment in the sum of _____

dollars and hereby waives all liens and claims against the Owner, such premises, structures and property to the extent of said amount. It is understood that this waiver will take full force and effect upon the Company's receipt of monies totaling said sum.

BY _____

Subscribed and sworn to before me the _____ day of _____ 20____

Rider H

PROJECT NAME: _____ JOB# _____

SUBCONTRACT BETWEEN _____ CONTRACTOR

AND _____ SUBCONTRACTOR

JOINT CHECK AGREEMENT FOR SUPPLY & PAYMENT OF MATERIAL AND/OR EQUIPMENT

The parties to this joint check agreement are:

- a. SUPPLIER
- b. SUBCONTRACTOR
- c. CONTRACTOR

Supplier agrees to furnish the following generally described materials to Subcontractor for use on the following described job:

- a. MATERIALS.
- b. JOB:
- c. MAX PRICE

From sums earned, due payable under Subcontract, Contractor agrees to pay by joint check for materials properly supplied and furnished by Supplier to Subcontractor. Each payment to be made shall be in an amount agreed upon in writing by Subcontractor and supplier, provided that such sums are due and payable under the Subcontract. When the subcontractor receives a joint check from the Contractor, the Subcontractor shall endorse the check and forward it to the supplier. Subcontractor and supplier will execute Affidavits and Waiver of Lien forms as required by the Subcontract and/or by Contractor.

SUPPLIER: _____

ADDRESS: _____ PHONE: _____

BY: (sign) _____ TITLE: _____ DATE: _____

BY: (type name) _____

SUBCONTRACTOR: _____

ADDRESS: _____ PHONE: _____

BY: (sign) _____ TITLE: _____ DATE: _____

BY: (type name) _____

CONTRACTOR: _____

ADDRESS: _____ PHONE: _____

BY: (sign) _____ TITLE: _____ DATE: _____

BY: (type name) _____

Rider I

INTERIM INDEMNITY AND HOLD HARMLESS AGREEMENT

1. Agreement:

To the fullest extent provided by law, the Contractor shall not be liable for any loss or casualty incurred or caused by the Subcontractor. The Subcontractor assumes all risk of loss for all of its work regardless of whether the Subcontractor had previously been paid for the same. The Contractor is not responsible to provide any protective service for the Subcontractor's benefit, and is not liable for any loss or damage to the Subcontractor's work.

The Subcontractor shall indemnify and hold harmless the Owner, Contractor, A/E, A/E's Consultants, agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from performance of the Subcontractor's work under the Subcontract, including those claims relating to or by its subcontractors, suppliers or employees, or including such claim, damage, loss or expense attributed to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Subcontractor, its subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to party or person described herein.

In claims against any person or entity indemnified under this paragraph by an employee of the Subcontractor, the Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's sub-subcontractors under workers' or workman's compensation acts, disability benefits acts or other employee benefits acts.

The obligations of the Subcontractor under this Article shall not extend to the liability of the A/E, the A/E's Consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the A/E, the A/E consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

The Subcontractor shall be responsible and liable for all costs, disbursements and expenses, including attorney fees, incurred by the Contractor as a result of the Contractor's having to defend or take part in any action or proceeding which directly or indirectly relates to acts or omissions of the Subcontractor or its subcontractors or suppliers.

2. Beneficiaries:

All indemnities are beneficiaries of the Indemnity Agreement. However, this Indemnity Agreement does not, with respect to an Architect Engineer, cover claims arising out of (1) the preparation or approval of maps, drawings, sketches, opinions, reports, designs, or specifications; or (2) the giving or failure to give directions or instructions, provided the giving or failure to give directions or instructions, is a contributing cause or loss.

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3. Insurance

The Subcontractor will maintain full and complete insurance which the Contractor deems necessary to fully protect the Contractor or other indemnified parties against any loss or liability. The Contractor may retain any and all moneys due or to become due to the Subcontractor, under this or any other contract, sufficient to save itself harmless and indemnify itself against any liability or damage, including attorney's fees if the Subcontractor has failed to maintain insurance coverage as required by Contractor and/or indemnify Contractor as provided herein.

THIS IS A LEGAL INSTRUMENT THAT ESTABLISHES OR OTHERWISE AFFECTS YOUR
RIGHTS AND OBLIGATIONS. THE UNDERSIGNED ACKNOWLEDGES THAT HE (SHE) HAS
CAREFULLY REVIEWED THE FORGOING, WITH LEGAL COUNSEL.

Date: _____

Entity: _____

By: _____

CORPORATE SEAL
(if Contractor is a corporation)

Title: _____

STATE OF _____)
COUNTY OF _____)
ss

I certify that I know or have satisfactory evidence that _____ is a person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath that he/she was authorized to execute the instrument _____ of _____ to be the free and voluntary act of such parties for the uses and purposes for the uses and purposes mentioned in this instrument.

DATED: _____

NOTARY SIGNATURE

TYPE OR PRINT NAME OF
NOTARY PUBLIC

My appointment expires _____